

**DECLARATION OF COVENANTS AND RESTRICTIONS FOR
MAPLE GROVE SUBDIVISION**

THIS DECLARATION made this 25th day of May, 2014, by **Terry Wall** Developer.

WITNESSETH:

WHEREAS, Developer owns all of the lots in the subdivision known as Maple Grove as shown on plat recorded in Plat Book 98, Page 135, in the Register's Office of Hamilton, County, Tennessee (herein called the Development); and

WHEREAS, Developer desires to provide for the preservation of the land and home values when and as the Property is improved and desires to subject the Development to certain covenants, restrictions, easements, affirmative obligations, charges and liens, as hereinafter set forth, each and all of which are hereby declared to be for the benefit of the Development and each and every owner of any and all parts thereof; and

WHEREAS Developer has deemed it desirable for the efficient preservation of the values and amenities in the Development; to create an entity to which may be delegated and assigned the power and authority of holding title and maintaining and administering the Common lot number 35 and administering and enforcing the covenants and restrictions governing the same and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement, as hereinafter provided:

WHEREAS, Developer has caused or may cause to be formed under the laws of the State of Tennessee, Maple Grove Homeowner's Association, a Tennessee non-profit unincorporated association, for the purpose of exercising the above functions and those which are more fully set out hereafter;

NOW, THEREFORE, the Developer subjects the Development and such additions thereto as may from time to time be made, to the terms of this Declaration and declares that the same is and shall be held, transferred, conveyed, sold, leased, occupied and used subject to the liens (sometime referred to collectively as the "covenants") hereinafter set forth. These Covenants shall run with the Development and each lot therein.

1. LOTS 1 - 34 ARE FOR RESIDENTIAL PURPOSES ONLY.
2. Only single, one family dwellings shall be erected, maintained, or used by the Grantees, their Heirs or Assigns, or Anyone deriving title or rights from or through them.
3. That no part of any lot shall be used for residential purposes until first a completed dwelling house conforming fully to the provisions of this instrument, shall have been erected thereon; the intent of this Paragraph "3" being to prevent the use thereon, of a garage, incomplete structure, trailer, tent or other structure as living quarters before or after the erection of a permanent dwelling. A trailer shall not, under any circumstances be considered as a permanent dwelling and no trailer type of residence shall at any time be placed or maintained on the premises.
4. Terry Wall reserves the right to approve or disapprove all house plans and plot plans.
5. No unsightly or inoperable vehicles or major repairs to any such vehicles shall be permitted within said Development.
6. All driveways must be concrete or comparable material.
7. New construction must be completed within eight (8) months. No dwelling can be occupied until a letter of Occupancy has been issued by the Hamilton County, TN building commissioner.
8. The dwelling erected upon a lot must have a livable floor area of at least 1500 square feet. The livable floor area is exclusive of porches, garages, carports and basements.
9. Dwelling sideline location, front setback and rear yard requirements to be in accordance with Hamilton County, TN PUD regulation.
10. No chain link fences permitted, wood or other like material, location and height to be approved by Developer in writing.
11. No roof pitch shall be less than 7/12 unless approved by Developer in writing.
12. No lot may be used as a means of service to business establishments or adjacent property and no lot or dwelling can be used as a commercial facility.
13. Rainwater drainage, catch basins in drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person, other than Developer or his assignees, may obstruct or re-channel the drainage flows after location and installation of drainage swales, retention ponds, storm sewers or storm drains. Developer reserves for itself or assignees a perpetual easement across all lots for the purpose of altering water flow.
14. Developer reserves the right to approve exterior design and type of construction material to be used on each dwelling.
15. No poultry, livestock or animals shall be allowed or maintained on any lot at any time except that the keeping of dogs, cats or other household pets is permitted provided, however, that nothing contained herein shall permit the keeping of dogs, cats or other animals for commercial purposes. Pet owners shall not allow pets to roam unattended. The pet owner shall muzzle any pet which consistently barks. If barking persists the pet owner shall have the pet removed from the Development. If the pet owner refuses, it shall be deemed an "offensive activity". Nothing

contained herein shall be deemed to permit the keeping of an unreasonable number of pets, or the keeping of any animal deemed to be a danger to other residents. Developer or its assignees shall in their sole discretion, have the authority to determine what constitutes an "unreasonable" number or a "dangerous" pet. No dog pens, kennels or such shall be allowed without consent of Developer or its assignees.

16. All lots from the date of purchase be maintained by the Owner in a neat and orderly condition (grass being cut when needed, leaves, debris being removed when needed).
17. No noxious or offensive activity shall be carried on any lot, nor shall anything be done thereon that may be or may become an annoyance, discomfort, embarrassment or nuisance to the Development.
18. No exterior speaker, horn, whistle, bell or other sound device which is unreasonably loud or annoying, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot. The playing of loud music from any balconies or porches shall be offensive, obnoxious activity constituting a nuisance.
19. No Owner, guest or tenant shall hang laundry from any area within or outside a Dwelling Unit if such laundry is within the public view.
20. Vehicle parking; commercial vehicles, vehicles with commercial writing on their exterior, vehicles primarily used or designated for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats or other watercraft, boat trailers and the like shall be parked only in enclosed garages. Stored vehicles and vehicles which are either obviously inoperable or do not have current operation licenses shall not be permitted, except within enclosed garages. Vehicles of any type must not be parked on the street for a period exceeding twenty-four hours. Vehicles of any type also must not be parked on a sidewalk at any time. Notwithstanding the foregoing, service and delivery vehicles may be parked in the driveway of a lot during daylight hours for such period of time as is reasonably necessary to provide service or make a delivery to a Lot. Any vehicle which is parked in violation of this paragraph may be towed at owners expense. This paragraph shall not apply to any commercial vehicles providing service or making deliveries to or on behalf of the Developer or its assignees. No more than two vehicles shall be parked in the driveway for a length of time exceeding ten consecutive days without moving.
21. In the event of violation or attempted violation, of anyone or more of the provisions of this Declaration, the Developer, Its successors or assigns, including all parties hereinafter becoming Owners of any one or more of the Lots to which provisions of this Declaration apply, may bring an action or actions against the Owner in violation, or attempted violation, and the said Owner shall be further liable for such damages as may accrue, including any court costs and reasonable attorneys fees incident to any such proceeding, which costs and fees shall constitute liquidated damages.
22. Developer Terry Wall reserves the right to waiver, change or alter any one or all of the afore-written Declaration until all the homes on the 34 lots have been built and transferred to a buyer. At such time all homes are built and sold the owners of the 34 lots shall assume a proportionate liability of cost and maintenance of Common lot 35 and maintenance of the entrance landscaping and entrance markers (this clause shall be stipulated in the deed). Subject to the desire of the Owners of the 34 lots and Common lot 35 they may agree to a Homeowners organization .

In the event that for any reason any one or more of the foregoing protective covenants and restrictions be construed by judgment or decree of any court of record to be invalid, such action shall in no way effect the other provisions, which shall remain in full force and effect, the Developer hereby declaring that said restrictions are not interdependent but severable, and any one would have been adopted even without the others.

Each and every one of the aforesaid covenants, conditions and reservations shall attach to and run with each and every one of the said Lots of land and all titles to and estates therein shall be subject thereto the conditions herein and same shall be binding upon each and every owner and occupant of the same for a period of Twenty-Five (25) years from the date hereof.

WITNESS my Hand this _____ day of _____ 2014

TERRY WALL Developer

STATE OF TENNESSEE:
COUNTY OF HAMILTON:

Before me, a Notary Public of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged such person to be Developer of Maple Grove Subdivision and as such person executed the foregoing instrument for the purposes therein contained, by personally signing this document.

WITNESS my hand and seal, at office in Hamilton, County, Tennessee this _____ day of May 2014.

Notary Public

My Commission Expires: _____